

REMARKS

Claims 1-17 are amended by this Response. Claims 18-20 are canceled without disclaimer or prejudice. Minor changes are being made to the specification. Care has been exercised to avoid the introduction of new matter.

AGREEMENT

On behalf of the Applicants the Undersigned wishes to thank Supervisory Patent Examiner Vince Millin and Examiner Dr. Geoffrey Akers for the time and courtesy extended during the telephone conferences of October 25, October 31 and November 2, 2000. By handling the instant application as a "Special Case", both Mr. Millin and Dr. Akers have facilitated an expedited disposition of the subject application.

Based upon comments made by Mr. Millin during the telephone conference of November 2, 2000, with the Undersigned and co-counsel, Bruce Lagerman, the Undersigned has agreed to modify claims 1 and 13 to place these claims in condition for allowance. In particular, paragraph (g) will now recite the limitation "upon confirmation of availability of said funds, generating an electronic title...". As understood by the Undersigned, Mr. Millin has indicated that this is a limitation which distinguishes the independent claims over the cited art of record.

Accordingly, claim 1 is amended to recite, as closely possible, the language suggested by Mr. Millin. It was also agreed November 3, 2000, that similar language would be added to claim 13 so that this same limitation applies to both independent claims.

Support for the generating of an electronic title based upon confirmation of customer's funds is found at page 27, lines 8-11. In the field of international transactions, the term "authorization" typically means confirmation that funds from the customer are available, and can be transferred once the provisions of the purchase agreement have been satisfied. This authorization is based upon confirmation of a customer means for payment, such as credit card, bank draft, letter of credit, open account with the vendor, available funds in an accessible bank, open account with either banks or vendors, or any other conventional means of payment used in international transactions. Since confirmation of available means of payment must satisfy the vendor (or vendor's representative), the vendor can be the party providing authorization that initiates the generation of the electronic title (page 28, lines 7-8).

Descriptions for confirming various means of payment on behalf of a customer are found on pages 24, line 16- page 27, lines 6 of the specification as filed. As described by this text, a variety of different operations can be carried out

to confirm the existence of available buyer funds or other means of payment.

Using the system of the present invention, it is confirmation of the existence of these funds that authorizes the transaction to proceed with the generation of an electronic title.

Confirmation of funds need not always be carried out by the vendor. In the alternative, the computerized transaction system of the present invention would perform that function on behalf of the vendor. Likewise, the vendor does not necessarily have to generate the electronic title. Rather, that function could be performed by the computerized transaction system of the present invention. Such flexibility is a significant advantage of the present invention. Further, the initiation of electronic title generation upon confirmation of available funds greatly expedites the overall process, thereby overcoming one of the major disadvantages inherent to conventional international transactions.

During the telephone interview of November 15, 2000 Mr. Millin and Dr. Akers questioned the meaning of the term "title", as it is recited in paragraph (g) of claim 1 and paragraph (c) of claim 13. In particular, Dr. Akers suggested that the recited operation of generating an electronic title might be interpreted as conveying ownership. Responsive to this comment, the undersigned explained that electronic title is a document (or group of documents) which defines the

duties and relationships between the buyer and seller and conveys ownership. As such, the electronic title of the present invention defines when and under what conditions ownership will transfer from one party to another. The undersigned expanded upon this, stating that the term "title", as used in international transactions, can be a document format including a collection of documents specifying various activities occurring along the route of passage of the goods subject to the transaction.

During the telephone interview, Mr. Millin pointed out that the aforementioned definition and description of "title" is not to be found in the present application as originally filed, so that this use of the term "title" might constitute new matter.

It is respectfully urged that the term "title", as used in the present application, is a term of art, having specific meanings in the field of international transactions. The difficulty in providing a concise definition for the term "title" is that in international transactions each entity involved with the transaction (including buyer, seller, various transporters, various merchandise handlers, banks, customs operations, document handlers, and the like), all have their distinctive definitions for the term "title". Accordingly, the term "title" as used in international transactions occupies a considerable volume of material in treatises

and books of standards devoted to international transactions. As a result, a fully comprehensive definition of the term "title" is, of necessity, difficult to produce.

The most easily comprehensible definition for the term "title" is provided by the Uniform Commercial Code, Article 1, Part 2, Section 1-201. A copy is attached hereto for the Examiner's consideration. As indicated by the subject definition, a document of title includes any number of documents necessary to constitute evidence of ownership. In some cases evidence of ownership is provided only by the presence of all the documents indicative that all of the terms and conditions of a purchase agreement have been carried out.

It should be noted that ownership is transferred by the passage of title, not by the generation of the title document. Rather, ownership will pass (as do the responsibilities for transporting and protecting the goods) at a time and place mandated by the purchase agreement between the buyer and seller. It is inherent for the title to include these terms since it is the document relied upon for the actual transfer of ownership.

It is respectfully submitted that there is also support for the operation of "title", as used in international transactions, within the text of the present application as originally filed. In particular, the text on page 33, line 19 through page 34, line 6, of the present application states that the electronic title will

provide a complete memorialization of the transfer of the goods from the factory to the final destination. Such memorialization of the transport of the goods is one of the functions of a title as used in conventional international transactions. These functions are improved upon by the present invention. The electronic form of the title in the present invention solves at least one of the most serious problems of conventional international transactions, that is slow, cumbersome document handling.

It is respectfully submitted that the recitations of claims 1 and 13 are not rendered obvious by the mere transfer of paper documents used in international transactions into electronic documents. In particular, there is nothing in the cited art of record to suggest the specific sequence of initiating an electronic process for confirming the existence of available funds in response to ordering selected products. Nor is there any indication that an electronic title is generated upon confirmation of the availability of funds. In order for this specific sequence to be rendered obvious, there must be something in the cited art of record to suggest that the specific recited sequence would be used as a result of transferring documents for international transactions into electronic form. The Examiner has not relied upon any aspect of the conventional art of record that suggests the recited sequence of steps.

With the aforementioned amendments, independent claims 1 and 13 are believed to distinguish over the cited art of record. Likewise, dependent claims 2-12 and 14-17 distinguish over the cited art of record. With the cancellation of claims 18-20, the subject application is now in condition for allowance. Favorable reconsideration is respectfully requested.

REQUEST FOR SPECIAL HANDLING

Pursuant to the current Special Handling of the subject application by Dr. Akers and Supervisory Patent Examiner Millin, it is respectfully requested that the subject application be tagged "Special" in the Publication Division. It is respectfully submitted that the instant application should be made Special for publication under the Category (G) of MPEP §1309 in that the subject application has already been designated for Special Handling within the Group; the Base Issue Fee was paid on June 5, 2000; and, substantial delays have been incurred as specified below.

The subject application did not receive its first examination until over 21 months after the filing date. A Response was made to the original Office Action of October 5, 1999. Responsive thereto, the Examiner provided an opinion that the claims were patentable. Nonetheless, the Examiner's decision was reviewed and a

second Office Action issued. This was also overcome by the arguments in a second Response. After the Examiner indicated that the subject case was to be allowed, almost six weeks were lost due to the subject application being used for signatory review of the first Examiner in charge of this application.

In September, 2000, the subject application was removed from the publication process for purposes of carrying out the second review applied to cases in Class 705. An additional publication was uncovered after multiple searches by the Quality Assurance Examiner attached to the Group. The newly uncovered publication was reviewed by Group Director Love, and sent back to the Examiner and his S.P.E.. After additional review, the Examiner and his SPE, indicated that the subject case should not be withdrawn from Issue.

The Director of the U.S.P.T.O., Q. Todd Dickinson, expressed an interest in the subject application to the extent that Group Director Love applied yet an additional review to the subject application. On October 4, 2000, the subject application was withdrawn from Issue, and a new, expedited examination was conducted by a second Examiner and his S.P.E. Additional claim amendments were necessitated by this examination, and were provided for P.T.O. review on November 6, 2000. The Examiner's comments to the proposed claim amendments of November 6, 2000, were received via a telephone conference on November 15,

2000. Responsive thereto, additional arguments and reference materials are submitted on the date indicated below. In total, approximately five and one half months have passed since the payment of the Base Issue Fee, and at least another substantial period of time will be required before publication, even on an expedited basis.

Accordingly, it is urged that the present application be granted Special Status in the Publication Division.

CONCLUSION

Based upon the aforementioned comments and amendments, it is urged that the present application is now in condition for allowance and expedited handling throughout the U.S. Patent and Trademark Office.

Should the Examiner have any comments, questions or suggestions, or should issues remain, the Examiner is respectfully requested to call the undersigned for prompt resolution.

Respectfully submitted,
LEV INTELLECTUAL PROPERTY CONSULTING

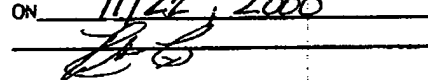


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UNIFORM COMMERCIAL CODE - ARTICLE 1

This reference located in the Cornell Law Library, <www.law.cornell.edu/1/1-201.html>

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U.C.C. - ARTICLE 1- GENERAL PROVISIONS ..PART 2

§ 1-201. General Definitions.

(15) "Document of title" includes bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers. To be a document of title a document must purport to be issued by or addressed to a bailee and purport to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass.